INVITATION TO NEGOTIATE

ITN #FAC-2012-6

ITN Title: Contracted Custodial Services
Date: 10/06/2012

To: All Submitters

From: Facilities Management

You are invited to submit a sealed reply subject to the terms, conditions, and specifications contained herein and are hereby made part of this request.

All proposals must be executed and submitted in a sealed envelope. Faxed proposals will not be accepted. The face of the envelope shall contain the Invitation to Negotiate number FAC-2012-1, the proposal name (Contracted Custodial Services), the company name, and delivered to:

Facilities Management
State College of Florida
Building 23, Room 100
5840 26th Street West
Bradenton, Florida 34207

All proposals must be received at the address above no later than 3:00 PM, on 11/15/2012. Proposals will be opened publicly at that time. Proposals received after this date and time will be rejected. Proposals will not be evaluated at this time. The evaluation date and time is noted within this ITN document.

With the consent and agreement of the successful proposer, purchases may be made under this ITN by other community colleges, state universities, district school boards, and by other Florida public entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in State Board of Education Rule 6A-14.0734 (2) (d).

Proposers shall note exceptions to the above paragraph, if any.

In order to insure uniformity, all proposals must be submitted on the enclosed forms or exact photo copies and signed by an authorized representative of the company submitting the proposal. Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

Direct all inquiries regarding this Invitation to Negotiate to Frank DeSantis, Building Official, in writing, by e-mail: Desantf@scf.edu. Questions regarding this ITN must be submitted no later than 7 days prior to the ITN due date. All inquiries, with responses, will be made available to all proposers on an equal basis without prejudice on the Facilities Management website at http://www.scf.edu/Administration/AdministrativeDepartments/Facilities/openbids.asp
This is to certify that I ______________________ (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this invitation to negotiate, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this Invitation.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this proposal for the bidder.

<table>
<thead>
<tr>
<th>ITN</th>
<th>FAC-2012-06</th>
<th>Contracted Custodial Services</th>
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<tr>
<th>Company Name</th>
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<th>Bidding As</th>
<th>Corporation</th>
<th>Individual</th>
<th>Other (explain)</th>
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<th>Representative Title</th>
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## GENERAL CONDITIONS

To insure acceptance of the proposal, follow these instructions:

<table>
<thead>
<tr>
<th>SEALEO PROPOSALS: All proposal sheets and forms must be executed and submitted in a sealed envelope. Do not include more than one proposal per envelope. Proposals not submitted on the attached form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. SCF Purchasing will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEFINITIONS: [College] refers to State College of Florida, Manatee-Sarasota. [Proposer] refers to the dealer, manufacturer, contractor, or business organization submitting a proposal to the College in response to this request for proposal. [Vendor] refers to the dealer, manufacturer, contractor, or business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the proposal. [Proposal] and [Bid] may be used interchangeably. [Proposer] and [Bidder] may be used interchangeably throughout this document.</td>
</tr>
<tr>
<td>EXECUTION OF PROPOSAL: Proposals must contain a manual signature of an authorized representative in the space provided on the proposal submittal form. Proposal must be typed or printed in ink. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.</td>
</tr>
<tr>
<td>PROPOSAL OPENING: Shall be public, at the address indicated on the ITN document, on the date and at the time specified on the proposal form. Proposals will not be evaluated at the time of opening. The proposal opening is to determine the vendor pool only. It is the proposer’s responsibility to assure that the proposal is delivered at the proper time and place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax or telephone will not be accepted.</td>
</tr>
<tr>
<td>EVALUATION OF PROPOSALS: The evaluation committee intends to recommend to the State College of Florida, Manatee-Sarasota Board of Trustees to authorize College administration to award a contract with the proposer, or proposers, scoring the overall highest evaluation points.</td>
</tr>
<tr>
<td>NO BID: If not submitting a proposal, respond by returning the proposal submission form, marking it “NO BID”, and explain the reason.</td>
</tr>
<tr>
<td>AWARDS: As the best interest of the College may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The College also reserves the right to make awards to one, or more, vendors based upon the recommendations of the evaluation committee.</td>
</tr>
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<td>COSTS: The College is not liable for any costs incurred by a proposer in responding to this ITN, including those for presentations, when applicable.</td>
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<tr>
<td>PRICES, TERMS and PAYMENT: Firm prices shall be quoted, typed or printed in ink, and includes all packaging, handling, shipping charges and delivery to the destination shown herein.</td>
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<tr>
<td>TAXES: The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order. Exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of owned real property as defined in Chapter 192 F.S.</td>
</tr>
<tr>
<td>DISCOUNTS: Proposers are encouraged to reflect cash discounts in unit prices quoted. Proposers may offer a cash discount for prompt payment; however, discounts for less than 30 days will not be considered in determining the lowest net cost for proposal evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</td>
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<td>MISTAKES: Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer’s risk. In case of mistake in extension, the unit price will govern.</td>
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<td>CLARIFICATION/CORRECTION OF BID ENTRY: The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.</td>
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<tr>
<td>CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this proposal shall be the new, current model in production available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</td>
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<td>SAFETY STANDARDS: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under. Failure to comply with the condition will be considered as a breach of contract.</td>
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<td>UNDERWRITERS’ LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.</td>
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<td>PAYMENT: Payment will be made by the College after the items</td>
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<td>FREIGHT TERMS: All goods will be delivered F.O.B. State College of</td>
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awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. An original and two copies of the invoice shall be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

DELIVERY: Unless actual date of delivery is Specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

MANUFACTURERS’ NAMES AND APPROVED EQUIVALENTS: Any manufacturers’ names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any items(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer’s name and number. Proposer shall submit with his proposal, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to performance of this contract. Proposers must explain on an attached sheet to what extent warranty service facilities are provided.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor’s expense. These items and items not delivered as per delivery date in ITN and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the supplier's name being removed from the vendor mailing list.

PIRINTINGS: Any questions concerning conditions and specifications shall be directed in writing to State College of Florida Purchasing office for receipt no later than ten (10) days prior to the ITN opening. Inquiries must reference the date of ITN opening and ITN number. Failure to comply with this condition will result in proposer waiving his right to dispute the ITN conditions and specifications.

CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of State College of Florida, Manatee-Sarasota. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer’s firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the College. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

ADDITIONAL QUANTITIES: The College reserves the right to acquire additional quantities at the prices quoted in this invitation. If additional quantities are not acceptable, the proposal sheets must note: For Specified Quantity Only.

PURCHASES BY OTHER ENTITIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other community colleges, state universities, district school boards, political subdivisions, or state agencies with the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2)(d).

SAMPLES: Samples of items, when required, must be furnished free of expense, on or before ITN opening time and date, and if not destroyed by testing may, upon request, be returned at the proposer’s expense. Each individual sample must be labeled with the proposer’s name, manufacturer’s brand name and number, ITN number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the College.

INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.

LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations.

GOVERNMENTAL Restictions: In the event any governmental restrictions may be imposed that necessitate alteration of material,

Florida, Manatee-Sarasota, 5840 26th Street West, Bradenton, Florida 34207
quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the College at once, indicating in his letter the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.

shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a ITN response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**DISPUTES:** In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder, the decision of the College shall be final and binding on both parties.

**PROTEST:** “Failure to file a protest within the time prescribed in S. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.” All protests must be delivered to the Director of Business Services and Public Safety, Bldg. 7, Rm. 142, 5840 26th Street West, Bradenton FL 34207 within the time prescribed in Chapter 120, Florida Statutes to be considered valid.

**STATE LICENSING REQUIREMENT:** All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida’s Department of State.

**LIABILITY:** The supplier shall hold and save the College, its officers, agents and employees harmless from liability of any kind in the performance of this contract.

**STATE LICENSES:** Contractor agrees to maintain books, records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this ITN for a period of five (5) years. Copies of all records shall be made available to the College at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this ITN shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.

**PUBLIC ENTITY CRIME INFORMATION STATEMENT:** All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.”

**PUBLIC RECORD LAW:** Any material submitted in response to this ITN will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07. Contractor’s refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this ITN.

**ANTI-DISCRIMINATION CLAUSE:** The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.

**AMERICANS WITH DISABILITIES ACT:** The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor’s non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this ITN may be cancelled, terminated or suspended in whole or in part and the contractor may be
| **DISCRIMINATORY VENDOR’S LIST** | Any entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity. |
| **declared ineligible for further contracts.** |
| **UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS** | The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act. |

**OTHER REQUIREMENTS AND CONDITIONS**

| **INSURANCE REQUIREMENTS** | When performing a service, construction work or any type of installation is required on College property, the successful vendor is required to supply a Certificate of Insurance evidencing coverage during the period the vendor is providing services per the following: |
| | 1. Workers compensation and employee’s liability in accordance with the laws of the State of Florida. |
| | 2. Bodily injury liability, minimum of $1,000,000 per person and $2,000,000 per accident. |
| | 3. Property damage liability, minimum of $1,000,000 per occurrence and $2,000,000 aggregate. |
| | 4. Umbrella liability with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate. |
| | 5. Contingent coverage for sub-contractors for liability at the site. The bidder must list any sub-contractor that will perform work under this bid. |
| | The Certificate of Insurance must be provided to the College prior to the commencement of any work. |

| **PROPOSED RULES FOR WITHDRAWL** | A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/contractor, prior to the bid opening date. |

| **REJECTION OF PROPOSALS** | The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this ITN. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed. |

| **PROPOSAL INQUIRIES** | The proposer may examine this ITN to determine if the College’s requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College’s specifications must identify and describe the proposer’s difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Requests for changes to this ITN must be received within 72 hours of receipt of the ITN documents. Proposer’s failure to request changes shall be considered to constitute proposer’s acceptance of the specifications. The College shall determine what changes to this ITN shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this ITN, which shall be sent to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications. |

| **ADDENDA** | All addenda to this ITN will be posted to the SCF Facilities Management web page containing the original solicitation. [http://www.scf.edu/Administration/AdministrativeDepartments/Facilities/default.asp](http://www.scf.edu/Administration/AdministrativeDepartments/Facilities/default.asp) |

| **PRE-DECISION DISCUSSIONS** | Any discussion by the proposer with any employee or authorized representative of the College involving proposal information occurring after the proposals are opened and prior to the posting of the recommended award will result in the rejection of that proposal. |
### VERBAL INSTRUCTIONS
No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College’s Purchasing staff identified in this ITN shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer’s representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.

### POSTING OF RECOMMENDED AWARD
The recommended award may be reviewed on the SCF web page [http://www.scf.edu/Administration/AdministrativeDepartments/Facilities/default.asp](http://www.scf.edu/Administration/AdministrativeDepartments/Facilities/default.asp)

### INCLUSION OF SUPPORTING DOCUMENTS
All those submitting sealed replies in response to this Invitation to Negotiate understand that the ITN document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.

## OTHER REQUIREMENTS AND CONDITIONS

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<th>Requirement</th>
<th>Details</th>
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<td><strong>TERMINATION AT WILL</strong></td>
<td>The Contract resulting from this ITN may be terminated by either party upon no less than sixty (60) calendar days’ notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.</td>
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<tr>
<td><strong>AVAILABILITY OF FUNDS</strong></td>
<td>The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.</td>
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<tr>
<td><strong>TRAVEL EXPENSES</strong></td>
<td>The College shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of the Contract resulting from this ITN.</td>
</tr>
<tr>
<td><strong>SUBCONTRACTORS</strong></td>
<td>The proposer is fully responsible for all work performed under the Contract resulting from this ITN. The proposer may, upon receiving prior written consent from the College’s Purchasing Director, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the proposer enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the proposer of any responsibility for the performance of its duties, including any and all liabilities that may arise out of the subcontractor’s work related to the project. All payments to subcontractors shall be made by the proposer.</td>
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<tr>
<td><strong>FORCE MAJEURE</strong></td>
<td>Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract resulting from this ITN or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.</td>
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<tr>
<td><strong>SUBSTITUTION OF KEY PERSONNEL</strong></td>
<td>In the event the successful proposer desires to substitute any key personnel submitted with his/her proposal, either permanently or temporarily, the College shall have the right to approve or disapprove the desired personnel change in advance in writing.</td>
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<tr>
<td><strong>SEVERABILITY</strong></td>
<td>The invalidity or unenforceability of any particular provision of the Contract resulting from this ITN shall not affect the other provisions hereof and the Contract resulting from this ITN shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the Contract resulting from this ITN can still be determined and effectuated.</td>
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<tr>
<td><strong>GOVERNING LAW AND VENUE</strong></td>
<td>Any Contract resulting from this ITN is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Manatee County, Florida.</td>
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<tr>
<td><strong>SAMPLE CONTRACT</strong></td>
<td>Proposers must include a copy of their standard contract with their submissions. If proposers do not have a standard contract, The College will provide a contract subject to the terms and conditions of this ITN. Proposers are encouraged to alter their contracts to conform to the terms of the ITN.</td>
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<tr>
<td><strong>PUBLIC MEETING NOTIFICATION</strong></td>
<td>All meetings to judge and/or evaluate this solicitation or to make recommendations for award are held in strict compliance with Florida Statutes as they pertain to Florida in the Sunshine regulations. All meetings are fully open to all proposers as well as the public at-large.</td>
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**Proposer's Checklist**

Please use this checklist as an aid to help you ensure that your proposal is complete.

<table>
<thead>
<tr>
<th>Did you attach information that effectively answers the qualification criteria of this document?</th>
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<tr>
<td>Did you attach proof of insurance as requested?</td>
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<tr>
<td>Did you complete the following Forms:</td>
</tr>
<tr>
<td>Proposal Submittal Form (Form 1)</td>
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<tr>
<td>Minimum Qualifications (Form 2)</td>
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<tr>
<td>References (Form 3)</td>
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<td>Proposers Information (Form 4)</td>
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<td>W-9 Tax Payer (Form 5)</td>
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<td>Price Proposal (Form 6)</td>
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<td>Drug Free Workplace (Form 7)</td>
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<td>Account Representative (Form 8)</td>
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<td>Dispute Disclosure (Form 9)</td>
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<td>Minority and Women owned Business Declaration (Form 10)</td>
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<td>Did you submit a copy of your Florida license and/or certification (if required by Florida statute)?</td>
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<td>Did you submit 6 copies of your proposal? (One copy labeled “Original”)</td>
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<tr>
<td>Did you write the ITN number, ITN name and your company name on the mailing package?</td>
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<tr>
<td>Did you send the package, in time, to make it to its destination on time?</td>
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<tr>
<td>Did you include a Staffing Model &amp; work schedule?</td>
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</tbody>
</table>

*If you do not wish to make a proposal, but wish to stay on our vendor list for these services, you only need to return the Proposal Submittal Form. Please indicate a reason for not proposing as indicated.*

The completed proposal must be received at Facilities Management, Building 23 - Room 100 (Reception Desk), no later than 3:00p.m. on 11/15/2012.
INVITATION TO NEGOTIATE
ITN # FAC-2012-6
Contracted Custodial Services

Intent to Negotiate

State College of Florida, Manatee-Sarasota with campuses in Bradenton, Venice and Lakewood Ranch, Florida, diligently strives to ensure that all of its resources are utilized to fulfill the mission to “provide an accessible, dynamic learning environment that facilitates the achievement of educational, professional, and personal goals by our students and members of our communities in an atmosphere that embraces academic excellence, diversity, and innovation.”

SCF realizes that the ability to fulfill this mission, while at the same time securing services at the best possible value to the College, requires a stringent effort to engage in contracts that will provide the best resources at the lowest possible cost.

SCF also realizes that securing the best resources requires close evaluation of contractor qualifications, quality of services offered, innovative solutions and price.

In order to secure the best value to the College, SCF retains the right to review the levels of service offered by competing firms against the cost of services proposed, and to negotiate all applicable terms as necessary. Likewise, the College recognizes that other methods of securing services such as Invitation to Bid (ITB) and Request for Proposal (RFP), do not allow for negotiation of service levels and/or price.

For these reasons, State College of Florida, Manatee-Sarasota has decided to issue this Invitation to Negotiate (ITN). It is the College’s intention to negotiate, in good faith, with one or more firms in order to achieve all its goals and secure its mission.

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State College of Florida
Statement of Work

The District Board of Trustees of State College of Florida, Manatee-Sarasota is seeking to negotiate a contract for custodial services on the College’s three (3) campuses.

This Invitation to Negotiate will be utilized to establish interest, qualify and rate responders and provide a basis for issuing standing purchase orders. All services documented in this solicitation will be considered through the College’s Facilities Management and in compliance with SCF rules and procedures.

Overview

State College of Florida, Manatee-Sarasota (SCF) is a Florida public college system servicing the Manatee and Sarasota counties. Currently the college has approximately 572,000 square feet of cleanable space on three campuses which include a middle school, two year and four year college programs (Bradenton Campus: 407,788 sq.ft., Venice Campus: 100,841 sq.ft., Lakewood Ranch Campus: 63,773 sq.ft.). The total [unduplicated] headcount is: Middle school students: 330, College Student: 11,439, Full time employees: 480 and 372 adjuncts. The College has striven to provide students, faculty and staff a comfortable and safe place at which to work and study. As such, the college is seeking custodial services to maintain an environment that is clean, safe and attractive to students, faculty and visitors (the College’s existing custodial services contract is not renewable and expires on June 30, 2013). The selected contractor will provide contracted custodial services for State College of Florida’s Bradenton, Venice and Lakewood Ranch campuses. The college reserves the right to add additional buildings and sites during the contracted period under the same conditions and terms of the agreement.

General Requirements

Payment of Services

Invoices
The Contractor will submit three original invoices to Accounts Payable, State College of Florida, 5840 25th Street West, Bradenton, FL 34207, on the first day of each month or as soon thereafter as practicable for services furnished the preceding month.

Penalties
Deductions will be made from monthly payments to the contractor for “unacceptable” performance, as described below. Determinations of unacceptable performance will be made following regular inspections by the college or after determination of a valid customer complaint. Unacceptable performance may be a result of failure to complete a task or failure to complete a task to the standards set by the college. SCF may deduct the contractor’s monthly invoice in the amount of $50 per unacceptable performance.
An insufficient number of personnel on contractor’s staff shall not be an acceptable excuse/cause to waive penalties.

**Inspection Criteria**

SCF representative(s) will conduct quality assurance inspection. Records will be maintained by the Environmental Safety Manager.

Each month, approximately 100 rooms/areas will be inspected by the SCF representative(s), who may be accompanied by a contractor representative, if contractor desires. Inspections will be spaced throughout the month rather than all in the same week.

The SCF representative will give the contractor 24 hours notice of the inspection and allow adequate time for contractor’s representative to arrive to accompany the SCF representative, if contractor chooses to have representation.

The SCF representative(s) will evaluate restroom/locker rooms as “acceptable” or “unacceptable” using the following criteria:

1. Presence of adequate toilet paper, paper towels, sanitary sleeves, toilet seat covers and soap.
2. Absence of soil, stains, and rusts on toilet room fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains.
3. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture and equipment.
4. Absence of litter and trash on floor and horizontal surfaces of equipment.
5. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.
6. Absence of encrustation, soil and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around fixture and equipment bases.
7. Absence of soil, litter, dust and encrustation in trash containers.
8. Absence of soil and dust on window blinds, shades, sills, frames and ledges.
9. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings.
10. Absence of soil, litter, dust and spots from all mats and floors.
11. Absence of streaks, spots, stains from all bright work, where appropriate – All bright works shall be polished dry to a high sheen.

If at least 1 item is found to be unacceptable, the restroom/locker room will be deemed “unacceptable” and the aforementioned penalties will apply. If the same item is found to be unacceptable in 2 or more rooms inspected in one month a problem will be deemed to exist which will require the contractor to determine the cause and take corrective measures.
All unacceptable rooms will be re-inspected the next business day for compliance. A repeat inspections resulting in an “unacceptable” rating will cause an additional $50 to be deducted from the monthly payment.

The SCF representative(s) will evaluate non-restrooms as “acceptable” or “unacceptable” using the following criteria:

1. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, HVAC vents and equipment.
2. Absence of litter and trash on floor and horizontal surfaces of equipment.
3. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.
4. Absence of encrustation, soil and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs and bases.
5. Absence of soil and stains on fixtures, drains, traps, faucets, soap and paper dispensers, mirrors, ledges and drinking fountains.
6. Absence of dust, spots, soil build-up and encrustation on furniture and equipment surfaces and legs.
7. Absence of dust, lint, and litter on upholstered furniture.
8. Absence of soil, litter, dust and encrustation inurns, wastebaskets, and trash containers – Trashcan liners shall be new.
9. Absence of marks, spots, stains and streaks on interior and exterior entrance doors and all glass windows.
10. Absence of soil and dust on window blinds, shades, sills frames and ledges.
11. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings.
12. Absence of soil, litter, dust and spots from all carpets, mats and floors.
13. Absence of streaks, spots, stains from all bright work and stainless steel, where appropriate – All bright works shall be polished dry to a high sheen.
14. Empty or nearly empty trashcans and pencil sharpeners (depending on time of day).
15. White board wiped clean, adequate supply of markers, cleaning products and erasers.
16. Absence of other exterior cobwebs on horizontal and vertical surfaces including stairways and ceilings, this includes all overhangs and covered walkways.
17. Absence of litter, trash, and cigarette butts on the concrete surfaces and horizontal surfaces within 25 feet of buildings and around picnic tables and benches.
18. Absence of dirt, cobwebs and food stains on all public phones, picnic tables, benches and elevators.

19. Absence of dirt, leaves, debris, stain, and residue rain water on all exterior walkways and stairs.

20. Presence and cleanliness of interior walk-off mats by all entrance/exit doors.

If a total of two items are found to be unacceptable in a non-restroom, the non-restroom will be deemed “unacceptable” the aforementioned penalty will apply. If the same items are found to be unacceptable in 2 or more rooms inspected in one month, a problem will be deemed to exist a problem will be deemed to exist which will require the contractor to determine the cause and take corrective measures.

All unacceptable rooms will be re-inspected the next business day for compliance. A repeat inspections resulting in an “unacceptable” rating will cause an additional $50 to be deducted from the monthly payment.

Complaint Criteria

Customer complaint records will be recorded in the college’s work order management system (Schooldude). For each customer complaint, the college representative, or complainant, shall document the incident in Schooldude. Schooldude shall be monitored throughout the day by the contractor. A 30 day report, generated by Schooldude, will be reviewed monthly by the contractor and the school representative for any new or ongoing concerns. From the 30 day report, if the complaint(s) is/are found to be legitimate, it will be labeled as a valid complaint. For every one valid complaint the aforementioned penalties apply. Example of valid complaints includes a complaint where an “unacceptable” performance is found; leaving doors unlocked/arming or disarming alarms systems improperly that results in a false alarm; failure to comply with SCF procedures. Any costs assessed to the College for excessive false alarm responses by either local law enforcement or local fire departments attributable to failed performance will be the financial obligation of the contractor.

General Specifications

The contractor selected through this ITN process shall furnish all supervision, labor, equipment and supplies required for the satisfactory performance of the work. Cleaning must meet or be equal to all manufacturer specifications. Contractor shall employ trained, reliable, quality-conscious custodians and supervisors. All cleaning employees shall be mentally and physically competent to perform the services required. The contractor shall at all times, enforce strict discipline and good order among his/her employees. It is intended that the services include all functions normally considered a part of satisfactory janitorial maintenance whether or not listed herein.

Contractual services to be performed under this contract shall be subject to inspection and approval by SCF representatives.

During the term of the contract, the appropriate SCF representative(s) will notify the contractor of deficiencies using email. This situation must be remedied immediately and the SCF
representative shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected, the College reserves the right to terminate the contract within ninety (90) days.

Qualifications and conduct of employees

A fully qualified work force shall be on-board by the end of the first 30 days of the contract, and shall be maintained throughout the period of the contract.

All employees assigned by contractor to perform the work under this contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be contractor’s responsibility to ensure that all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in this type of work.

The Contractor will:
1. Require all their employees to be report for duty in SCF approved uniforms with logo and approved photo ID badges while on campus.
2. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal. Parking decals may be obtained without cost upon request to the College. Parking, during all shifts, is only authorized in designated parking lots.
3. Ensure lead employees, supervisors and managers, shall be easily identified by their uniform, i.e. differentiated uniform with logo.
4. Prohibit their employees from disturbing papers on desks (must dust/clean around items on the desks), opening desk drawers or cabinets, or using the telephones, computers or office equipment provided for College use.
5. Require their employees to comply with instructions pertaining to conduct and building rules and regulations.
6. Ensure that employees do not have access to buildings or SCF property unless on official duty. Access shall not be given to friends or family members.
7. Conduct a national criminal background check on all prospective employees before hiring them to work on the SCF premises. The contractor will reject any person whose criminal background check demonstrates that he/she failed to report criminal convictions accurately on the contractor’s employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence or moral turpitude under the laws of Florida or any other state, within the 10 years immediately preceding the date of his/her original employment application with the contractor will be forbidden to be employed by the contractor hired by SCF. Fingerprinting may be conducted by SCF Public Safety; any fees associated are to be paid by the contractor.
8. Verify to the College that personnel assigned to the College are citizens of the United States of American or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form (5) or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

9. Prohibit any person who has been classified as a sexual offender or sexual predator under the laws of Florida or any other state from working at the College. The College may require the contractor to remove and/or prohibit the individual from the campus immediately, with or without cause, in the College’s sole discretion (but no such removal shall be deemed to require the contractor to terminate any individual’s employment). Staff assigned to the collegiate school, as well as supervisors, shall have a level 2 background check as defined by Chapter 435 F.S.

Note: Notice shall be given, immediately and in writing, to SCF upon the contractor becoming aware of changes to an employee’s status in 5-8 above.

Management/Supervision

Contractor shall at all times provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the contract. When the work is being performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in cleaning supervision, sufficient in scope to meet the approval of SCF’s representative. Management/Supervision shall be responsible for hiring, training, equipping, supervising, directing, discharging, and issuing uniforms for all custodial services personnel. Management/Supervision shall also be responsible for monitoring the college’s event scheduling software (Fastbooks) and electronic work order management software (Schooldude) in order to assure setups and work orders are completed in a timely manner.

The contractor shall provide, for approval by the college, a hierarchy/chain of command for management and supervision of all contractor staff at each of the three campuses. The contractor shall provide SCF’s representative written lists of all key employees. This list shall be kept up-to-date. The list shall include: Employee’s full legal name, home address, home telephone number, cell phone number, and email address. Contractor shall notify SCF in the event of key personnel changes which might affect this contract. Notification shall be made immediately of said changes. SCF has the right to approve key personnel. An employee in a management and supervisory or leadership role shall be considered key personnel.

Non Supervisory Positions

Custodial (day shift)

1. General tasks:
   a. Be on call during normal hours for service requirements from Facilities Customer Service and to address issues reported through the college’s work order management system. These include but are not limited to spills, wet floors, breakage, waste & fluids clean-up and event set-ups.
b. Police the building exterior and perimeter for trash, empty trash/recycle receptacles and ensure all containers have liners.
c. Morning – clean and restock supplies of all building restrooms.
d. Afternoon – clean and restock all building restrooms.
e. Perform setups (as needed).
f. Perform duties as specified in “Performance of Work”

2. Campus Specifics (requiring increased cleaning frequency):
   a. Bradenton
      i. Building 14 – empty and discard cafeteria trash and food stuffs as needed.
      ii. Collegiate school – One person should be assigned from 9:00am to 5pm.
   b. Venice
      i. Building 500 – empty and discard cafeteria trash and food stuffs.
   c. Lakewood Ranch
      i. Increase cleaning schedule in areas where food is being served.
      ii. Be mindful of cleaning when large groups are assembled in common spaces.
      iii. Clean entryways twice daily of trash, cigarette butts, etc.

Custodial (evening shift)

Light Maintenance Personnel (Lakewood Ranch Campus only)

Definition – “Light Maintenance” – tasks that do not require certified trade skills such as electrical, HVAC or plumbing.

Tasks may include, but are not limited to:
   General Maintenance/duties: pressure washing, window cleaning, light painting, spackling, floor repair, carpentry, lifting up to 50 lbs.
   The above tasks may require working at above normal heights with use of ladders or high lifts (certified equipment supplied by the college)
   HVAC: Change belts and filters, grease fittings, minor repairs.
   Electrical: Changing light bulbs and ballasts.
   Plumbing: Clear system drainage; replace plumbing fixture batteries, minor repairs to plumbing fixtures.
   Other: Completing work orders generated by SCF Preventative Maintenance Program and/or SCF CMMS (Schooldude), assist day custodial staff with cleaning and setups (as needed).

Note: This position is optional and should be quoted separately at a daily rate.

Safety

The contractor shall be responsible for the supervision, direction and annual safety training for his/her employees in Right to Know, Blood-borne Pathogens, and hazardous waste training. All equipment used by the contractor shall be maintained in safe operating condition at all times, free
from defects or wear which may in any way constitute a hazard to any person or persons on College property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on College property. A written safety plan and documentation of training shall be maintained on site by the contractor.

Contractor shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards, and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. Contractor’s employees shall be required to interrupt their work at any time to allow passage of personnel.

**Materials and equipment**

The contractor shall furnish and maintain all the necessary equipment and cleaning chemicals and supplies required for the proper maintenance as described in these specifications. Space will be made available to the contractor for the storage of bulk supplies and the equipment which he shall use in the performance of the work of the contract. The contractor’s employees will keep this space in a neat and orderly condition.

The contractor will provide with his/her proposal a list of the chemicals and supplies that will be used to perform the work under this contract. The contractor will provide MSDS sheets for those products within 10 days of the contract. The contractor will display the MSDS sheets, in English and Spanish, in each custodial closet where the cleaning products are stored. All bottles are to be labeled properly listing all ingredients.

Vacuum cleaners must provide HEPA Filtration.

The College will provide toilet paper, paper towels, soap, air and erasers for Contractor re-stocking. In order to obtain the best pricing of paper products, purchasing may be made through the contractor or the college under a separate purchase order issued by SCF. All other custodial products including but not limited to sanitary liners, toilet seat covers, and trash bags will be supplied by the Contractor.

The Contractor shall provide two (2) powered vehicles (golf carts or similar, electric preferred) including chargers at the Bradenton Campus and one (1) at the Venice Campus for the use of their employees. The college will provide an appropriate parking area and connection for the chargers. The College assumes no responsibility for the vehicles.

The Contractor will provide supervisors with an office phone/fax and computer capable of receiving email, accessing the computer maintenance management software (CMMS) with Microsoft and PDF attachments. The College will provide telephone/fax and network connections. The manager shall have a cell phone provided by the contractor.

SCF will loan contractor radios programmed to the College frequency. Contractor is responsible for any and all damage/lost to these radios.
The College reserves the right to add or decrease the square footage to this contract due to new construction and remodeling projects, or adding another campus under the same terms, specifications, and conditions of this contract. All additions and deletions will be at the then current square foot price and will occur at the first of the month.

**Special Events**

Contractor shall schedule sufficient staff for special events set-ups (inside buildings only) which shall include but not be limited to cleaning and setting up areas for special events and restoring rooms to original condition or as specified. All three campuses are included. The contractor shall monitor the event scheduling and setup through the SCF software (Fastbooks).

These events and/or set-ups will be included without additional compensation when the set-up is performed during normally staffed hours. On the Bradenton Campus, the contractor will be solely responsible for all setups in building 14 rooms 147 & 148, building 27 gymnasium floor, sporting events, and Neel Auditorium. The contractor will assist SCF personnel on all other events and/or setups college wide.

Other similar/related work needed outside the scope of the contract may be requested of the contractor at the contracted price.

**Emergency services due to natural disasters/forces.**

Definition: “Natural disaster” or “disaster” means conflagration, flood, storm, earthquake, hurricane, or other public disaster.

The Contractor’s manager shall attempt to stay in contact with an SCF representative during times of natural disaster. Work schedule will dictated by SCF policy and procedures for natural disasters.

**Deadlines**

Emergency work, including debris removal to prevent further damage and/or threat to health, life, limb and safety, that is not the result of a widespread, major disaster affecting SCF, must begin as soon as physically possible.

Emergency work, as stated above, which is the result of a widespread, major disaster, must begin as soon as physically possible, after request is received from any of the College campus representatives.
Trash Collection and Recycling

The college will provide a trash compactor at the Bradenton and Lakewood Ranch campus and dumpsters at all three campuses. All collected trash at the Bradenton and Lakewood Ranch campuses are to be compacted and cardboard boxes are to be placed in the designated recycling dumpster. At the Venice campus all collected trash is to be placed in the appropriate dumpster. Recycling will be in accordance with applicable local requirements and College guidelines. Where required, recyclable materials will be picked up from individual containers and placed in the appropriate recycling dumpster. Aforementioned penalties apply for improper use and disposal trash and recyclable materials.

Quality Control and Audits

The contractor shall implement a documented quality control program sufficient to ensure conformance to the contract requirements. A written program shall be provided to SCF representatives within 30 days of beginning contracted work.

The College will perform periodic audits of the contractor’s performance. Items checked may include all aspects of the operation including, but not limited to, staffing audits, cleaning supply labeling, condition of equipment, MSDS, employee training, background checks documentation.

Performance of Work

1. Floor Maintenance
Floors shall be cleaned in accordance with the following standards to maintain a safe, sanitary condition, present a pleasing appearance, and provide protection from damage.

1. **Damp Mopping** – A damp mopped floor shall have an evenly cleaned surface that is free of dirt, dust, hair, mop marks, smears, film, dirt residue, streaks, debris, and standing water. All mop marks on baseboards, doors and furniture shall be removed. Floors that cannot be cleaned satisfactorily by damp mopping must be scrubbed.

2. **Scrubbing** – A scrubbed floor shall have an evenly cleaned surface that is free of dirt, dust, black marks and other foreign matter to the floor surface. Wax that has been removed during the scrubbing operation shall be reapplied.

3. **Buffing** – A buffed floor will be done in such a manner that the finish will be evenly distributed on the floor surface. The floor surface shall present an even, clean and uniform sheen, with no brush marks left upon completion of work. Floors shall be dust mopped, damp mopped, and have black marks removed prior to buffing operation.

4. **Spray Buffing** – A spray-buffed floor shall have received spray applications of wax and sufficient buffing to provide a high gloss finish that blends in with the
surrounding floor finish. The floor surface shall be cleaned to remove all dust, dirt, and black marks as part of the buffing process.

5. **Stripping of Waxed/Sealed Surfaces** – A properly stripped floor shall have all wax/sealer removed down to the flooring material. The floor shall be left free of all dirt and stains.

6. **Waxing** – A properly waxed floor shall have an even coating of slip-resistant wax. The floor shall be clean and bright, including corners and under furniture. Wax shall be buffed to a uniform sheen, leaving no brush marks. If self-polishing wax is used, buffing is not required.

7. **Sealing** – A properly sealed floor shall have an even coating of slip-resistant sealer. The floor shall be clean and bright, including corners and under furniture.

8. **Policing** – A properly policed floor area shall be free of small objects, such as paper clips, staples, etc. This shall include removal of trash and debris of building interior and exterior doorways.

9. **Vacuuming** – A properly vacuumed floor, carpet, elevator and stairway shall be free of all dust, dirt, cobwebs, grit, and lint. This includes debris in corners, behind doors, and under furniture (except permanently positioned items, such as built-in safes or file cabinets). Removal of chewing gum or other foreign matter is considered part of vacuuming process.

10. **Detailing** – Properly detailed carpeting shall be vacuumed with edging tools around edge of carpet, desk legs and other areas inaccessible to equipment. This process shall be done at the time of each vacuuming or cleaning.

11. **Steam Cleaning** – Properly steamed carpet shall be free of dirt, streaks, stains and spots.

12. **Spot Cleaning** – All floor and carpet areas spot cleaned shall be free of all stains, deposits, and cleaning marks.

13. **Rug and Carpet Care** – A properly cared for carpet shall be free of dirt, streaks, stains, spots and have a bright uniform color.

14. **Interior Concrete, Brick and Ceramic Tile Floor Care** – Properly cared for concrete, brick and ceramic tile floors shall be free of streaks, stains, black marks, spots, gum and other foreign matter to floor surfaces and shall have a bright, uniform color and appearance. Waxing of concrete and ceramic tile floors is prohibited.

15. **Terrazzo** – Properly cared for terrazzo floors shall be free of streaks, stains, black marks, spots, gum, dirt build-up and other matter foreign to floor surfaces and shall have a bright uniform color and appearance. Neutral liquid cleaners, free of alkali, acid and other chemicals shall be used to prevent ruin or damage to terrazzo floor. Soaps and scrubbing powders containing water soluble, inorganic salts or crystallizing salts are not to be used to clean terrazzo. Oils in any form shall not be used on the floor surface.

16. **Baseboard Care** – All baseboards shall be kept clean and free of dust, dirt, splash marks and other matter foreign to the surface. Baseboards should be free of sax buildup at VCT floors.

17. **Floor Mats** – Mats are located to prevent excessive soiling of the building interior. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.
18. No internal combustion driven equipment or propane floor machines will be approved for use.

2. Building Surfaces Maintenance
Building surfaces shall include doors, elevators, interiors, shelves, walls, trim, woodwork, handrails, stair rails, banisters, baseboard, frames, windowsills, ledges and other horizontal surfaces.

1. Vacuuming/Dusting – A properly vacuumed/dusted surface is free of all dust, dirt, streaks, lint and cobwebs.
2. Washing – Properly washed doors, walls, trim, woodwork, shelves, baseboards, handrails/stair rails, including their component parts, shall be clean and free from all dirt, dust, film streaks, smudges, lint, cobwebs and debris.
3. Damp Wiping – Surfaces properly damp wiped shall be free of dirt, dust, marks, film, streaks, smudges, lint, cobwebs and other debris.
4. Horizontal Surfaces(s) Care – Properly cared for horizontal surfaces shall be free of all dust, dirt, streaks, lint and cobwebs.
5. Metal Cleaning and Polishing – Properly cleaned and polished metal surface(s) shall be clean and bright without deposits or tarnish. Metal cleaner shall be promptly removed from adjacent surfaces.
6. Spot Cleaning – Surfaces adequately spot cleaned shall be free of all stains, deposits and substantially free of cleaning marks.
7. Glass and Mirror Cleaning – Glass and mirrors accessible surfaces cleaned shall be without streaks, film, smudges, deposits and stains with a uniformly bright appearance and adjacent surfaces wiped clean. Glass surfaces shall include, besides windows and mirrors, all display cases and cabinets, building directory board enclosures, picture frame enclosures and glass panels within or adjacent to interior and exterior doors.

3. Window Maintenance
1. Window Washing and Brushing of Screens – Properly washed window/door pane and frame shall be free of dirt, film, smudges, streaks and other debris. Screens, sunshade screens and screen frame shall be free of dust, dirt, cobwebs, lint and other debris. Brushing shall be accomplished outside of building at location that does not conflict with other activities or cause damage to screens. Screens that are removed shall be replaced in their original positions.
2. Vertical/Mini-Blinds – Properly cleaned blinds(s) shall be free of all dirt, dust, smudges, film, streaks, lint and cobwebs.
3. Drapery Care – Draperies shall be vacuumed in place. Extreme care shall be taken to protect draperies during the vacuuming process.

4. Furnishings Maintenance
1. Furniture Care – Properly cared for furniture, wall hangings, and office equipment shall be free of surface dirt, dust, streaks, spots, smudges, oily film, lint and cobwebs. Furniture shall include desks, tables, chairs, bookcases, file cabinets, etc. Wood furniture shall be polished with the appropriate wood or laminate polish that will restore the original shine.
2. **Lunch/Snack Areas Tables, Chairs and Other Surfaces** – Wash and disinfect top and sides of tables, chairs and other surfaces. Tables shall be clean and free of dirt, dust, smudges, deposits and debris, including chairs, cabinet tops and other surfaces.

3. **Drinking Fountains** – All drinking fountains, porcelain and polished metal surfaces, including the orifices and drains shall be disinfected. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other soil. This requirement includes all drinking fountains within the facilities and considered a part of the building unit to which they are located in or nearest to and identified as a part of the facility.

4. **Marker Boards, Blackboards, Erasers and Trays** – Unless marked “DO NOT ERASE”, all marker boards and blackboards shall be cleaned by removing all writing, dust, streaks, marks and smudges, including chalk trays. All erasers shall be free of chalk particles and dust after being cleaned. Replenish chalk, white board markers, erasers, and any other necessary cleaning materials needed to clean board in classrooms on a daily basis.

5. **Light Fixtures** – Interior and exterior – Properly cleaned fluorescent fixtures shall be free of stains, dust, bugs, dirt deposits and cleaning marks. Other light fixtures that have a globe and shade or plastic type panel shall be free of all stains, bugs, dust, dirt deposits and cleaning marks.

6. **Walk-Off Mats** – All walk-off mats shall be dry and free of dirt, lint, streaks, stains and spots.

7. **Trash Containers** – Properly cared for trash receptacles(s) shall be emptied, cleaned and left dry, free of sludge, deposits, dirt, streaks and odors both inside and out. Trash receptacle refers to all receptacles used for the collection of waste paper and debris, including swing top containers, wastebaskets and similar containers. All trash receptacles shall have a new plastic trash can liner installed each time after the trash is removed and the receptacle has been cleaned.

8. **Partitions** – Properly cleaned partitions(s) shall be free of dirt, lint, deposits, streaks, and smudges.

9. **Cleaning of Upholstery** – All upholstered furniture should be properly and satisfactorily shampooed and shall be free of dirt, streaks, stains and spots.

5. **Bath/Toilet Rooms, Locker Rooms and Utility Spaces**

1. Properly cared for bath/toilet rooms, locker rooms and utility spaces shall have their flat surfaces dusted, trash removed and ashtrays emptied.

2. Wash basins, utility sinks, toilet bowls and seats, urinals, plumbing fixtures, air vents, mirrors and dispensers shall be cleaned and disinfected each time a cleaning service is provided.

3. Toilets and urinals shall be free from streaks, stains, scale, scum, urine deposits, rust stains and odors. Wash basins and utility sinks shall be free from streaks, stains, scale, scum, rust stains, soap deposits and odor.

4. Wainscots, baseboards, stall partitions, doors and walls shall be free of all stains and spots.
5. Floors shall be swept, mopped and disinfected during each service. Floor and wall areas within the immediate proximity of urinals and toilets bowls shall be cleaned and disinfected and dept odor free.
6. Bath enclosures, shower walls, including shower curtains and shower floors, shall be cleaned and disinfected to remove all spots, streaks and soap deposits each time a service is provided.
7. Plumbing pipes, fixtures, faucets and metal work shall be clean and bright, and free of dirt, dust and deposits.
8. All bathroom dispensers (paper towels, toilet paper, disposable toilet seat covers, hand soap, sanitary napkins) shall be filled as required.
9. All floor drains shall be disinfected on a weekly basis.

6. **Removal of Trash and Recycle Containers**
   1. To include the removal and disposal of trash from trash receptacles and recycling containers, as well as trash in boxes, bags or other items marked “trash” and placed next to trash containers or in hallways.
   2. Also includes picking up trash from all exterior trash containers.

7. **Entranceway Service**
   1. Contractor shall clean exterior doors, steps, stairwells, stoops, and sidewalks adjacent to and within 20 feet of the building.
   2. Doors, door frames, door glass, door handles and plates shall be cleaned/or polished to present a clean appearance free from tarnish, streaks, stains and hand marks.
   3. Interior Walk-Off Mats – Mats are located at all interior entrances to prevent excessive soiling of the building interior. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.

8. **Computer Areas**
   1. Rooms, areas and spaces containing electronic data processing equipment shall be vacuumed, damp wiped, damp mopped and/or surfaces washed. No sweeping shall be allowed in these equipment rooms and associated spaces; dusting with cloths shall not be permitted. Cleaning of raised floors and concrete decks in these rooms shall be performed in such a manner that no liquids will seep through or penetrate the sub-floor cabling and ductwork.
   2. Contractor shall not move nor jar PC’s, printers or any other piece of equipment used for data processing. Contractor shall exercise extreme caution when using water buckers in data processing areas, mounting them in dollies to prevent spillage. Contractor shall, without delay, report any spillage or other errors in the cleaning operation to the SCF representative.

9. **Elevator Service**
As part of the scheduled cleaning of floors and surfaces, contractor shall clean all interior surfaces and external doors of passenger and service elevators to maintain a clean appearance.

10. Dusting

1. Low Dusting – After low dusting all dust, lint, litter and dry soil shall be removed from the horizontal surfaces of file cabinets and other types of office furniture and equipment, and from horizontal ledges, window sills, handrails to a line 7’0” above floor level.

2. High Dusting – After high dusting all dust, lint, litter and dry soil shall be removed from all surfaces above 7’0” and to a line 12’0” above the top of the floor surface. Blinds, where installed, are included in high dusting, whether above or below the 7’0”.

3. Other – Clean off all spider webs on interior/exterior to include all stairwells.

Note: The above statements do not exhaust all of the examples to be considered. They are intended to demonstrate the scale/level of cleanliness desired and expected in not only the items mentioned but in all buildings and equipment systems on both campuses.

Frequencies

Cleaning activities as defined herein shall be performed at the minimum frequencies as shown on Attachments A&B. These frequencies do not relieve the contractor of “as needed” cleaning to achieve the end results of Section IV Paragraphs 1 through 10. For example, on Attachments A&B, furniture in some areas may require dusting weekly, or monthly, to comply with Furniture Care requirements.

Special Provisions

The Contractor shall notify the campus representative of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.).

Graffiti will be cleaned off of an effected surface as soon as it is noticed. If it cannot be cleaned off, the contractor shall report to Facilities using the work order management system.

The Contractor shall meet with the campus representative monthly for customer service reviews. These meetings shall be held at a mutually agreeable time.

Scheduling and Coordination

The contractor shall schedule all work as agreed upon with the College. A detailed work schedule shall be established and submitted for approval. This work schedule shall show
specific areas, cleaning activities, and dates of service, to be in accordance with the frequencies and time frames specified herein. This work schedule shall be kept up to date at all times.

Majority of custodial services will be performed:

Bradenton: between the hours of 6:00 PM and 6:00 AM Monday through Friday.
Venice: between the hours of 6:00 PM and 6:00 AM Monday and Friday.
Lakewood Ranch: between the hours of 6:00 PM and 11:30 AM Monday through Friday.

**Minimum Day custodial Schedule**

Full daytime coverage needed for set-ups and custodial.
Weekend coverage will be dictated by events and academic schedule.

Bradenton
- M-F 7:00am – 6pm
- Collegiate School M-F 9am – 5pm
- Weekend – As needed

Venice
- M-F 7:00am – 7:00pm
- Weekend - As needed

Lakewood Ranch
- M-F 7:00am – 3:30pm
- Saturday 10am – 6pm and Sunday 10am – 2pm

**Maintenance Person (Part Time)**

A maintenance person is needed for all buildings at the Lakewood Ranch Campus for light maintenance tasks/duties. This person will report to the contracted manager and work along with several SCF Departments to ensure that light maintenance tasks are completed in a reasonable timeframe.

Schedule: Monday through Wednesday – 7am – 3:30pm
(Schedule subject to change)

Note: Optional position, price separately in proposal according to hours above and price at a daily rate.

**College Schedule**

The contractor is (with a few exceptions) not required to provide daily services on the following days the College is officially closed but shall still have on-call manpower available. Also, on days the College is closed, the Contractor may strip and wax floors, perform interior window washing and other similar large scale periodic custodial services.
Other Requirements

1. Maintenance reports - Contractor shall report all stopped drains, broken fixtures, glass, burnt out lights, and other facilities maintenance needs to SCF representatives using the work order request system, Schooldude.

2. Contractor shall provide a quality assurance review report and meet with the campus representative monthly to discuss service quality assurance reviews report. These meetings shall be held at a mutually agreeable time.

3. Utilities - SCF will provide water and electricity as necessary for the performance of these services. Contractor shall supply all connections to the utilities, such as hoses, electrical cords, etc.

4. Equipment/Material Storage - SCF will furnish storage space throughout the campus for contractor's cleaning materials and equipment. It is contractor's responsibility to maintain the areas in a neat and orderly manner, and to meet all local fire codes for storage of cleaning agents and solvents.

5. Current Material Safety Data Sheets (MSDS) must be posted where cleaning supplies are stored. Additionally, a master set of all MSDS information must be furnished to SCF representative. Contractor is responsible for training its employees on how to read the MSDS and to follow instructions for both use of product and responding to a spill or ingestion of product.

6. Trash Containers- SCF will provide dumpsters at all Campus locations and will be responsible for emptying the dumpsters.

8. Key Control - Contractor will be provided interior keys for access within all buildings. Access for secured exterior doors will be provided by SCF Public Safety. It shall be the contractor's responsibility to secure all doors when leaving the facility. In emergency situations only, shall contractor's personnel lend out keys or open doors for any unauthorized personnel, including College personnel. All
keys shall be maintained in accordance with the Facilities Management key procedure. Any lost keys will be paid for by contractor. Any re-keying of buildings necessitated by keys being lost by contractor will be paid for by contractor.

9. Physical Security – Contractor shall be responsible for safe-guarding all SCF property under contract. At the close of each work period, College facilities shall be secured.

10. Energy Conservation – Contractor shall be responsible for turning off all non-security lights when not needed for the cleaning work.

**Term of contract**

The contract resulting from this ITN will be for two (2) years with the option of three (3) one year renewals. Price increased beyond year two must be submitted in writing, and may be adjusted at the time of renewal only if both parties are in agreement. The effective date of this contract will begin upon contract award through June 30, 2014 with renewals to follow each fiscal year, upon mutual agreement.

**Proposer Qualification**

The College reserves the right, in its sole discretion, to determine whether a proposer has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. The College may request from responders information it deems necessary to evaluate such proposer’s qualifications and capacities to deliver the products and/or services sought hereunder. The College may reject any proposal for which such information has been requested but which the responder has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the ITN
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor
Minimum Qualifications (Form 2 of 10)

1. Contractor shall meet the following minimum experience qualifications:
   a. A minimum of three (3) years’ experience as a custodial provider.
   b. Experience in handling two (2) or more large buildings of 70,000 sq. ft. or larger.
   c. Contractor shall have the equipment and labor resources to provide all services.

2. Complete the following items and submit with your proposal:

   a. On what date did your company incorporate in the State of Florida?  

   b. Length of time in business:  

   c. How many major (70,000 sq. ft.) or larger similar contracts have you contracted?  
   (include at least two [2] in the reference section)  

   d. How many people does your company directly employ?  

3. Attach a listing of major equipment your company owns. Include equipment that would relate to supporting this contract.

Proposer: ________________________________
### Timeline

All proposal openings and committee meetings are public and in strict compliance with Florida sunshine statutes and are held on the date and time in the building and room indicated below. Schedule changes, when required, will be indicated here. Meetings will be held at State College of Florida, 5840 26th Street West, Bradenton, FL.

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Activity</th>
<th>Place</th>
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</thead>
<tbody>
<tr>
<td>10/3/12</td>
<td>8:00 AM</td>
<td>Proposal released and advertised on website in local print media</td>
<td><a href="http://www.scf.edu/Administration/AdministrativeDepartments/Facilities/default.asp">http://www.scf.edu/Administration/AdministrativeDepartments/Facilities/default.asp</a></td>
</tr>
<tr>
<td>11/1/12</td>
<td>9:00 AM</td>
<td>Pre-Proposal Meeting and Walk Through</td>
<td>Building 7, Room 160</td>
</tr>
<tr>
<td>11/15/12</td>
<td>3:00 PM</td>
<td>Proposals due at SCF</td>
<td>Building 23, Room 100 (Reception Desk)</td>
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<tr>
<td>TBD</td>
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<td>Initial scoring of proposals</td>
<td>TBD</td>
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<td>Presentations</td>
<td>TBD</td>
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<tr>
<td>TBD</td>
<td></td>
<td>Negotiations</td>
<td>TBD</td>
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</table>

### Pre-Proposal Meeting and Walk Though

A voluntary pre-proposal conference will be held for vendors who intend to respond to this ITN. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the ITN. The site visit will take place immediately following the conference. Answers to any questions that might arise will be in the form of Addenda to the ITN, prior to the proposal opening.

**When:** 11/1/2012, 9:00-11:00 AM  
State College of Florida, Manatee-Sarasota  
5840 26th Street West, Bradenton FL 34207  
Building 7, Room 160 (Conference Room)

The SCF- Facilities Management may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Facilities Management, there is a need for such conference(s) in order to promote competition.
Evaluation Criteria

The College will evaluate each proposal on the following points:

- **Experience/ Past Performance** – The submitting firm must meet minimal qualifications (Form 2) and will supply a list of clients as references (Form 3) **20 Points**

- **Cost of Services** – Proposals are to be submitted with a proposed price per square foot. **20 Points**

- **References** – Distributors, manufacturers, Florida colleges. **15 Points**

- **Financial** – The Submitting firm must supply the most recent audited financial statement of revenue and expenditures **15 Points**

- **Best Methods** – to include green cleaning, recycling, employee training **10 Points**

- **Staffing Model** – Management/Supervisor and custodial models **10 Points**

- **Drug Free Workplace** **5 Points**

- **CMBE** – Florida certified minority business enterprise **5 Points**
  
  *A valid Florida CMBE certificate must be provided with proposal*

Method of Award

The evaluation of each response to this ITN will be based on its overall responsiveness, compliance, format, and organization. The Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the State College of Florida, Manatee-Sarasota, taking into consideration the evaluation criteria listed. The College is under no obligation whatsoever to select the proposal that demonstrates the lowest pricing or the one receiving the highest overall score. The college reserves the right to request a best and final offer (BAFO).
Proposals must be submitted in 3-ring binders. Each section of the proposal must be separated by an index tab and organized in the following sequence:

**Title Page** – this page must contain the following:

- Proposer’s Company Name
- Company Address
- Contact Name
- Contact Phone
- Contact e-mail

**Section 1:** Proposal Submittal Form (must be complete and signed)(Form 1)

**Section 2:** References (must use references form)(Form 3,8)

**Section 3:** Insurance & Tax forms (Form 5, other)

**Section 4:** Pricing / Staffing Model (Form 6)

**Section 5:** Your company information (company history, resume, clients, etc.)(Form 2,4,9)

**Section 6:** Miscellaneous forms (Form 7,10, other)

**Section 7:** Copy of vendor standard contract

Send six (6) copies of your sealed reply for consideration. One of the copies must be marked with the word **ORIGINAL** on the title page. Make sure signatures are included as needed.

**Note:** Do not use State College of Florida official logo in any part of your proposal
This form must be used to list references

<table>
<thead>
<tr>
<th>Reference *</th>
<th>Type of Business</th>
<th>Contact Name</th>
<th>Contact Phone</th>
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**Note** * A minimum of five responsive, references are required; of which three must be from an educational institution. Contact names and contact phone numbers must be active at your reference and must be accessible to the College. Any contacts that cannot, or will not, provide a reference will result in the rejection of your proposal as non-responsive.
<table>
<thead>
<tr>
<th>Proposer Name:</th>
<th>Formerly:</th>
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<tr>
<td>Mailing Address:</td>
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<td>City, State, Zip:</td>
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<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Title:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Website Home Page:</td>
</tr>
</tbody>
</table>

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<tr>
<th>Type of Business: (Check one)</th>
<th>Incorporated in the State of:</th>
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<tbody>
<tr>
<td>□ Corporation</td>
<td>Date: # of Years:</td>
</tr>
<tr>
<td>□ Sole-Proprietorship</td>
<td>Proposer is a M/WBE: □ Yes □ No</td>
</tr>
<tr>
<td>□ Partnership</td>
<td>If “Yes”, complete and submit page 31</td>
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<tr>
<td>□ Joint Venture</td>
<td>Federal Employer Identification Number: __ __- __ __ __ __ __ __</td>
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<tr>
<th>SSN (if Sole-Proprietorship or Partnership):</th>
<th>Only required if FEIN is not provided</th>
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<th>Telephone Number:</th>
<th>Toll Free Telephone Number:</th>
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| Fax Number: | |
|------------||
| ( )        | |
W-9 Taxpayer (Form 5of 10)

Form W-9
Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: □ Individual/sole proprietor □ Corporation □ Partnership
□ Limited liability company. Enter the tax classification (D=dissociated entity, C=corporation, P=partnership)
□ Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

Social security number

Employer identification number

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulation section 301.7701–7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
# Price Proposal

## State College of Florida

<table>
<thead>
<tr>
<th>Campus</th>
<th>Net Square Footage (estimated)</th>
<th>Unit Price</th>
<th>Multiplied By</th>
<th>Annual Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bradenton, Venice and Lakewood Ranch Campuses</td>
<td><em>575,000</em></td>
<td>$/Sq.Ft</td>
<td>x Net Sq. Ft. X12 mos.</td>
<td>$</td>
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**Outside Scope of Contract**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Annual Price</th>
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</thead>
<tbody>
<tr>
<td>Supplemental work (Non Supervisor)</td>
<td>$/Hr</td>
<td>$</td>
</tr>
<tr>
<td>Supplemental Work (Supervisor)</td>
<td>$/Hr</td>
<td>$</td>
</tr>
<tr>
<td>Light Maintenance Personnel (X1)</td>
<td>$/Hr</td>
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**Other**

**TOTAL** $

*Estimate only for proposal evaluation purposes.

**Proposer:** ____________________________
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _________________ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer: _________________________________

_______________________________________
Proposer's Signature

_______________________________________
Date
List up to four (4) similar clients/contracts in which the proposed contract manager has served in the capacity of account representative, manager or similar position during the past ten (10) years:

Representative’s Name: ________________________________

<table>
<thead>
<tr>
<th>Company:</th>
<th>Address:</th>
<th>City, State, Zip Code:</th>
<th>Contact Person:</th>
<th>Phone Number:</th>
<th>Fax:</th>
<th>E-mail Address:</th>
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Proposer: ________________________________
Answer the following questions by placing an "x" or check “✓” in the box after "YES" or "NO". If you answer "YES", please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this contract.

* * * * *

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

   YES [ ]
   NO [ ]

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

   YES [ ]
   NO [ ]

   If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

   YES [ ]
   NO [ ]

   If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

_________________________________________  ______________________________________
Proposer (Firm)                                      Date

_________________________________________
Authorized Signature (Officer)

_________________________________________
Printed or Typed Name

Authorized Signature (Officer)          Officer Title
Proposer hereby declares that it is a Minority/Woman Owned Business Enterprise by virtue of the following:

Type of Business:  Check applicable block(s)

☐ “African-American” includes persons having origins in any of the black racial groups of Africa.

☐ “Hispanic American” includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.

☐ “Native American” includes American Indians, Eskimos, Alaskan Indians, Aleuts and Native Hawaiians.

☐ “Asian-Pacific Americans” includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.

☐ “Asian-Indian Americans” includes persons whose origins are from India, the Indian Sub-Continent and Pakistan.

☐ “Woman-Owned Business Enterprise”

Note:  MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which as at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day to day management and control of the business.  § 287.094 states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise.  A person in violation of 287.094 is guilty of a felony of the second degree.

Proposer:  

Certified by (name of Public Entity, if applicable)  

Certificate Number:  Attach copy  

Signature:  Date:
Intent to Negotiate – Process

All the aforementioned duties, responsibilities, special conditions, agreement requirements and terms of the contract are open to good faith negotiation. The information that is asked to be provided by each proposer will be used for the purpose of determining the final negotiation pool. The College reserves the right to choose any or all proposals for further consideration and negotiation.

Proposers must understand that the cost submitted along with their sealed replies are for information and base line discussion and are subject to negotiation. Proposers must also understand that all assumed industry standards will be subject to negotiation.

Proposal Protest Bond Requirement

“Failure to file a protest within the time prescribed in S. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.” All protests must be delivered to the Director of Business Services and Public Safety, Bldg. 7, Rm. 142, 5840 26th Street West, Bradenton FL. 34207 within the time prescribed in Chapter 120, Florida Statutes to be considered valid.
### Attachment A

## Cleaning Frequencies

<table>
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<td>8.a Sweep Entrance Area</td>
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**Notes:**

1. Includes Laboratories, library study rooms, auditoriums and any other student occupied space.
2. Frequency of tasks for the Neel Auditorium may be adjusted around occupancy schedule.
3. Includes conference room, meeting rooms
4. Includes picnic tables and benches
5. Office furniture cleaned as per a pre-determined schedule, notification of cleaning will be left on the employee’s desk.

D = once a day  
W = once a week  
Q = once every 3 months  
SA = twice a year  
A = once a year  
M = once a month  
- = not applicable
6. A schedule for these tasks shall be provided to SCF which indicates the month each task will be completed per building.
## Attachment B

### Cleaning Frequencies – Collegiate School(s)

**GENERAL CLEANING**

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**HARD SURFACE FLOORS**

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**FIXTURES AND FURNITURE**

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</tbody>
</table>

**GLASS**

<table>
<thead>
<tr>
<th>CLEANING ACTIVITY</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. a Clean Entry Door &amp; Side Glass</td>
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<td>-</td>
<td>-</td>
<td>W</td>
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<tr>
<td>7. b Spot Clean Entry Door/Side Glass</td>
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<tr>
<td>7. c Office/Hall door / glass partition</td>
<td>D</td>
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<td>-</td>
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<tr>
<td>7. d Interior Windows</td>
<td>SA</td>
<td>SA</td>
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<tr>
<td>7. e Exterior Windows &amp; Glass Panels</td>
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</table>

**EXTERIOR**

<table>
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<tr>
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<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. a Sweep Entrance Area</td>
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<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>8. b Clear cobwebs / check for wasps &amp; bees</td>
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<td>-</td>
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<td>W</td>
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</tr>
</tbody>
</table>

**Cleaning Frequencies – Collegiate School(s)**

- **D** = once a day
- **W** = once a week
- **M** = once a month
- **Q** = once every 3 months
- **SA** = twice a year
- **A** = once a year
- **-** = not applicable

**Notes:**

1. High volume areas shall be sanitized at a higher frequency.
2. Persistent or an abnormally large volume of Insects and other pests shall be reported to Facilities Management.
Attachment C

STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA STANDARD CONTRACT ADDENDUM

THIS ADDENDUM to that certain agreement titled ____________________________ to State College of Florida, Manatee-Sarasota (Agreement”) dated ________________ by and between THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA, a public body corporate (“College”), and ____________________________, a sole proprietorship, corporation, limited partnership, limited liability company [STRIKE INAPPLICABLE] organized and existing under the laws of the State/Commonwealth of Florida duly authorized and licensed to do business in the State of Florida (“Vendor”), shall be effective as of the date indicated above.

The following terms and conditions shall be incorporated and made a part of the Agreement and to the extent of any conflict therewith, the provisions contained in this Addendum shall supersede and control.

COLLEGE. State College of Florida, Manatee-Sarasota is a political subdivision of the state of Florida and is administered by THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA, Florida, a public body corporate, pursuant to Florida Statutes Section 1001.63.

TERM EXTENSION. The term of the Agreement may be extended by the College on an annual basis for a period of years, upon the same terms and conditions in the Agreement at the option of the College. Any extension shall be upon the same terms and conditions set forth herein and shall be exercised in writing and shall be deemed exercised when deposited, postage pre-paid in the U S Mail. In the event the College continues to perform following end of the term of the Agreement and the College has not exercised its right to extend the term of the Agreement, prior to any termination of the Agreement by the Vendor, the Vendor shall give the College written notice of its failure to exercise its extension right and an opportunity to cure. and, if the College fails to exercise its extension within thirty (30) days of receipt of the Vendor’s notice, the Agreement shall terminate.

FORCE MAJEURE. Neither the College nor the Vendor shall be responsible for its default, delay or failure to perform any terms or conditions of the Agreement when failure to perform is due to causes beyond such party’s reasonable control including, but not limited to: civil unrest, strike, lockout, flood, action or in action of governmental authorities, epidemic, war, act of terrorism, embargo, fire, earthquake, hurricane, windstorm, act of God or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused delay, default or force majeure.

TERMINATION. The College may, at any time during the period of this Agreement, without cause, terminate the Agreement by giving thirty (30) days prior written notice of its intention to do so by U S Mail to the other party. Should College exercise its option to terminate this Agreement in accordance with this paragraph, all costs incurred and refunds due to the College shall be processed up to the termination date.

INDEPENDENT CONTRACTOR. Vendor is an independent contractor, and the College shall have neither supervision nor control over the Vendor’s employees, agents, representatives or volunteers in the performance of their duties for the Vendor. If the Vendor is an individual, the Vendor understands that the College will deduct no federal or state income tax and that no retirement, health or life insurance, or other benefits available to the College employees, will accrue to the Vendor. The Vendor shall not in any manner use the credit or name of the College in connection with its business or affairs except as specifically authorized in this Agreement or as approved in writing prior to such use by the College. The Vendor shall purchase all equipment, supplies and sign contracts in its own name and sole credit, and shall promptly make full payment thereon, in accordance with the terms of purchase.

LIABILITY AND INDEMNITY. The Vendor agrees to indemnify, defend and hold harmless the College and its officers, trustees, employees, representatives and agents, from any and all claims, causes of action, costs, expenses, injuries, liabilities, attorneys’ fees and costs, losses and damages of every kind and description resulting from or arising out of the performance of this Agreement by the Vendor, its employees, agents or subcontractors. The College, as a public body corporate of the State of Florida, does not agree to indemnify or hold the Vendor harmless, and does not agree to enlarge the scope of the waiver of sovereign immunity provided in Section 768.28, Florida Statutes. Nothing in the Agreement shall be construed or interpreted as to deny to either party any remedy or defense available to such party under the laws of the State of Florida.

PUBLIC RECORDS. The Vendor will allow public access to all records, documents, papers, letters or other material subject to the provision of Florida’s Public Records law, Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Refusal by the Vendor to allow such public access will be grounds for immediate cancellation of this Agreement by the College and for imposition of any remedy or penalty available under law. The Vendor will indemnify the College and its officers, trustees, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney’s
fees, that relate to any public records which the Vendor maintained or should have maintained in conjunction with this Agreement, or that relate to any public records which the Vendor failed to produce or copy in response to a public records request.

**TRAVEL EXPENSES.** Travel expenses are reimbursable to the Vendor only where the College has agreed in writing that the Vendor’s fee for services is not all-inclusive and that the College will fund such travel in addition to the Vendor’s fee. Where travel is reimbursable, the Vendor agrees to complete a travel authorization form prior to traveling and to submit bills for any travel expenses in accordance with §112.061, Florida Statutes. No travel expenses will be paid to, or for the benefit of, any individual in excess of the amount permitted by Section 112.061, Florida Statutes. Any expenses in excess of the amounts prescribed by law shall be borne by the Vendor.

**DELIVERABLES.** The Vendor shall provide units of deliverables, including reports, findings, and drafts to be received and accepted in writing by the Agreement Administrator prior to payment.

**TAXES.** The College is exempt from the payment of all sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

**ACCOUNTING AND AUDIT.** The Vendor agrees to maintain at its place of business records, books, account information and related materials relevant to this Agreement. The College, and the Auditor General of the State of Florida, or any of their authorized representatives, will have the right upon reasonable notice to review such materials or obtain copies thereof, whether by their own representatives or by certified public accountants, during reasonable business hours and in a manner that does not disrupt the Vendor’s business operations. The Vendor agrees to retain any documents relevant to this Agreement for a period of at least three (3) years after the final payment or termination of this Agreement, whichever is later. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute resolved. The Vendor’s invoices for payment or other compensation shall be submitted in detail sufficient for proper pre-audit and post-audit review. The Vendor agrees to include this Accounting and Audit provision in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to this Agreement.

**CONFLICTS OF INTEREST.** The Vendor shall not hire, and shall not permit any subcontractor or other person, firm or business entity with whom the Vendor is engaged in a combined effort to perform this agreement, to hire any person who is a College officer or employee, unless the College consents in writing after full written disclosure of the surrounding facts. No officer or employee of the College shall have a financial interest, direct or indirect, in this contract unless the College consents in writing after full written disclosure of the surrounding facts.

**ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Vendor shall not assign, delegate, subcontract or otherwise transfer any interest in this Agreement or any obligation of Vendor without the prior written consent of the College.

**PERSONNEL.** The Vendor represents that it has or will, at its own expense, obtain all personnel and equipment required to perform this Agreement. The Vendor warrants that all personnel engaged in the performance of this Agreement shall be qualified to perform the services rendered and shall be properly licensed and otherwise authorized to do so under all applicable laws. Said employees, agents, representatives, volunteers and any other persons in or about the College’s premises at the instance or request of the Vendor, shall conform to all rules established by the College to govern the general conduct of persons in or about the said premises.

**PUBLIC ENTITY CRIME.** The College will not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida’s convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

**VENDOR'S DEFAULT.** Any one or more of the following acts or omissions of the Vendor shall constitute an event of default (hereunder “Event of Default”): Failure to begin work, perform services or deliver goods on schedule; failure to submit any report required hereunder; substandard, unprofessional or faulty performance of services or goods; violation of applicable laws, regulations, rules, ordinances, policies, permits, or licenses; failure to pay debts as they come due; filing for bankruptcy; or failure to perform any other covenant or condition of this Agreement. Upon the occurrence of any Event of Default, the College may take one or more of the following actions.

1. Give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time in the notice, ten (10) days from the issuance date of the notice, and if the Event of Default is not thereafter timely remedied, treat the Agreement as breached and terminate the Agreement, effective three (3) days after giving the Vendor notice of termination;
2. Give the Vendor a written notice specifying the Event of Default, suspend all payments to be made to the Vendor under this Agreement, and order that the portion of the contract price which would otherwise accrue to the Vendor during the period from the
date of notice until such time as the College determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor;

(3) Set off against any other obligations the College may owe to the Vendor any damages the College suffers by reason of the Event of Default; or

(4) Treat the agreement as breached and pursue any of its remedies provided for in this Agreement, in law or in equity, or all of these.

The Vendor shall be liable to the College for any damages it sustains by virtue of the Vendor’s breach or for any reasonable costs the College may incur in enforcing or attempting to enforce this Agreement, including attorneys’ fees and costs. The terms of this paragraph shall not be deemed to limit the College’s right to terminate the Agreement on written notice and without cause as provided in this Addendum.

WAIVER OF BREACH. No failure by the College to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. The College’s failure to notice any Event of Default shall not be deemed a waiver of the right of the College to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding related hereto.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

GOVERNING LAW/VENUE. This Agreement will be governed by and construed under the laws of the State of Florida. Manatee County, Florida, will be the forum and venue for any lawsuit between the parties arising from or incident to the Agreement. Vendor consents to personal jurisdiction in the State of Florida.

NON-DISCRIMINATION. If this Agreement is funded in any part by monies of the United States of America, the Vendor shall comply with all of the provisions of Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, as supplemented by the regulations of the United States Department of Labor (41 CFR Part 60). The College’s policy prohibiting sexual harassment, is incorporated into this Agreement by reference as if fully set forth herein.

FUNDING AVAILABILITY. Obligations of the College hereunder are subject to the availability of funds lawfully appropriated annually for its purposes by the Florida Legislature.

AUTHORITY. Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation.

SURVIVAL. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination, expiration, or cancellation of this Agreement.

PARAGRAPH HEADINGS. The headings of the paragraphs of this Agreement are inserted for convenience or reference only and are not intended to be part of, or to affect, the meaning or interpretation of this Agreement.

AGREEMENT ADMINISTRATOR. Except where otherwise specified, the Agreement Administrator shall be the College’s representative for purposes of administering this Agreement, and the Vendor shall submit all progress reports, invoices, correspondence and related submissions to the Agreement Administrator, who is: __________________.

COUNTERPARTS/FACSIMILE. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. Facsimile signatures are acceptable as original signatures on this Agreement.
ADDENDA. Additional addenda, which are part of this Agreement, are attached hereto.

THE PARTIES HAVE READ, UNDERSTAND AND AGREED TO THIS ADDENDUM. THIS ADDENDUM IS NOT VALID UNTIL ALL SIGNATURES ARE AFFIXED AND NO COMMITMENT EXISTS UNTIL FULLY EXECUTED BY THE COLLEGE.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum.

THE DISTRICT BOARD OF TRUSTEES
OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

VENDOR

By: ________________________________      By: ________________________________
Printed Name: _______________________
Title: ______________________________

PRINTED NAME: _______________________
Title: ______________________________